

William C. Dresser, 104375
Law Offices of William C. Dresser
4 North Second Street, Suite 1230
San Jose, California 95113
Tel: 408/279-7529
Fax: 408/298-3306

Attorneys for Qui Tam Relator and Plaintiff
Gregor Lesnik

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

United States of America, ex rel. Gregor
Lesnik,

Plaintiff,

vs.

Eisenmann SE, Eisenmann Anlagenbau
GmbH & Co. KG, Eisenmann Anlagenbau
Verwaltung GmbH, Eisenmann Corporation,
ISM Vuzem d.o.o., ISM Vuzem USA, Inc.,
Vuzem USA, Inc., Robert Vuzem, Ivan
Vuzem, Tesla Motors, Inc., Gregurec Ltd,
Daimler AG, Mercedes-Benz U.S.
International, Inc., Bayerische Motoren
Werke, CiTic Dicastal Co., Ltd., Volkswagen
and Does 1 through 50,

Defendants.

No: C16-1120 LCK

**FIRST AMENDED COMPLAINT FOR
DAMAGES AND OTHER RELIEF
UNDER THE FALSE CLAIMS ACT**

Filed Under Seal

Hon. Lucy H. Koh

Jury trial demanded

COMES NOW Plaintiff Gregor Lesnik on behalf of the United States of America
and alleges against Defendants, and each of them, as follows:

I. GENERAL ALLEGATIONS

A. General Fraudulent Scheme

1. This is an action to recover damages and civil penalties on behalf of the United
States of America for false and/or fraudulent statements, records, and claims made or
caused to be made by Defendants, as well as their affiliates, departments, subsidiaries,
agents, employees, and co-conspirators, including in not paying the United States of

FILED
JUL 15 2016
SUSAN Y. SOONG
CLERK U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

LHK

1 America money owed to it, in violation of the federal False Claims Act ("FCA"), 31 U.S.C.
2 §§ 3729 et seq.

3 2. Defendants and each of them made and used, or knowingly ratified and
4 assisted this making and using, false records and statements to avoid obligations to pay
5 money to the United States, including but not limited to, delivering false and fraudulent
6 documents to the United States to secure illegal visas for their direct and indirect
7 employees to come to the United States; sending alien employees to work in the United
8 States on B-1 visas when such employees did not in fact qualify for B-1 visas, obtaining
9 B-1 visas instead of the more restrictively issued H-B1 visas and L-1B visas to avoid
10 paying the higher fees required to obtain H-1B and L-1B visas; employing aliens in full
11 time jobs at client sites in the United States on B-1 visas and not paying to the United
12 States Social Security and Medicare taxes; not obtaining for employees social security
13 numbers thus avoiding Social Security and Medicare taxes; failing to document
14 employees working in the United States; failing to identify cash payments and thus
15 avoiding social security and Medicare taxes; and falsely attesting that employees were
16 authorized to work in the United States.

17 3. Plaintiff Gregor Lesnik is a former employee of ISM Vuzem d.o.o. who
18 pursuant to the provisions of California Labor Code section 2750.5 was also an
19 employee of each of the other named entity defendants. Plaintiff Gregor Lesnik worked
20 at the Tesla plant in Fremont California, and had been contemplated by defendants to be
21 assigned to work at other locations in Michigan and South Carolina before May 16, 2015
22 when he was injured. Plaintiff Gregor Lesnik was given a B-1 visa based on
23 representations by Robert Keller of Eisenmann Corporation, on behalf of each of the
24 defendants, which was made to obtain from the United States a B-1 visa to obtain entry
25 to work in the United States, that Gregor Lesnik would work as a supervisor of electrical
26 and mechanical installation

27 4. The November 5, 2014 dated letter by Robert Keller of Eisenmann Corporation
28

1 was addressed to the United States Consulate. This letter represented that Gregor
2 Lesnik would be hired because of his specialized knowledge and long history of working
3 with Eisenmann equipment and process systems to work in the United States at an
4 automotive plant at which Eisenmann Corporation was managing construction activities.
5 Gregor Lesnik in fact had never worked on any Eisenmann project, material or
6 equipment, and Mr. Keller, Eisenmann Corporation, the Vuzem entities, and all of the
7 named defendants, knew that Gregor Lesnik did not have specialized knowledge and a
8 long history of installing Eisenmann equipment and process systems. Gregor Lesnik at
9 that time had just been hired by ISM Vuzem d.o.o. and had not worked on any
10 Eisenmann project.

11 5. ISM Vuzem d.o.o. by as yet unknown management personnel working out of
12 offices in Zavrc, Slovenia, on its own behalf and on behalf of all named defendants made
13 in November of 2014 further written representations to the United States that Gregor
14 Lesnik would be a supervisor of electrical and mechanical installation at a BMW project
15 in South Carolina working for Defendant Gregurec Ltd. Gregor Lesnik in fact was not
16 hired to be a supervisor, did not work as a supervisor, and did not work for Gregurec Ltd.

17 6. Defendants further represented that Gregor Lesnik would work in South
18 Carolina, being the address of ISM Vuzem USA, Inc. Gregor Lesnik in fact was assigned
19 to work in Fremont, California. He did not work on the project, or at the time, or under
20 the company, or at the residence location, stated in the defendants' written
21 representations to the United States.

22 7. Plaintiff has intimate knowledge of the above details and the documents given
23 to him. Further, based on his work in Fremont, California he became aware that
24 Eisenmann Corporation and subcontractors including ISM Vuzem d.o.o. made the same
25 false written representations to the United States on behalf of every one of more than
26 200 individuals who were similarly situated to Gregor Lesnik in being hired to work for
27 subcontractors, including more than 150 to work under Vuzem entities as subcontractor,
28

1 for work at the Tesla site in Fremont, California. This also included individuals to work
2 under Gregurec, Ltd., an English business entity, Slovenian based companies LB metal
3 d.o.o., aka Mos LB Metal d.o.o. and D2N Tehnologije d.o.o. aka D2N d.o.o., and German
4 based entity Durr AG. Plaintiff is informed and believes and thereon alleges that this
5 also includes individuals to work under Primiko, d.o.o., a Croatia based entity. All other
6 than a handful of actual supervisors did not qualify for B-1 visas, even though the
7 defendants represented to the United States that literally hundreds of workers were all
8 supervisors.

9 8. Defendants' knowing submission of false and fraudulent claims for payment
10 constitutes a violation of the FCA, 31 U.S.C. §§ 3729 et seq.

11 9. The practices of the Defendants as set forth herein of employing illegally
12 documented aliens to work on clients sites under improper visas in contravention of
13 federal law also is costing American citizens jobs.

14 10. Defendants are carrying this illegal conduct to increase their profits.

15 11. Defendants by this scheme knowingly concealed, avoided or decreased their
16 obligations to pay or transmit money or property to the Government, thus causing the
17 United States to sustain a direct loss of funds and damage to its interests.

18 12. Defendants have not completely ceased their misconduct. To the extent any
19 such misconduct continues, Relator intends that this Complaint address and remedy it.

20 **B. The False Claims Act**

21 13. Defendants' conduct alleged in this Complaint violates the federal False
22 Claims Act, 31 U.S.C. §§ 3729 et seq. The federal False Claims Act was originally
23 enacted during the Civil War. Congress substantially amended the Act in 1986 to
24 enhance the ability of the United States Government to recover losses sustained due to
25 fraud against it. Congress amended the Act after it found that fraud in federal programs
26 was pervasive and that the Act, which Congress characterized as the primary tool for
27 combating government fraud, was in need of modernization. Congress intended the
28

1 amendments to create incentives for individuals with knowledge of fraud against the
2 Government to disclose the information without fear of reprisals or Government inaction
3 and to encourage the private bar to commit legal resources to prosecuting fraud on the
4 Government's behalf.

5 14. The FCA establishes liability to the United States for "any person," whether an
6 individual or an entity, who "knowingly presents, or causes to be presented, a false or
7 fraudulent claim for payment or approval," or "knowingly makes, uses, or causes to be
8 made or used, a false record or statement material to a false or fraudulent claim." Id. §
9 3729(a)(1)(A)-(B). "Knowingly" is defined to include actual knowledge, reckless
10 disregard, and deliberate indifference. Id. § 3729(b)(1). No proof of specific intent to
11 defraud is required. Id. Any person who violates the FCA is liable for a civil penalty of up
12 to \$11,000 for each violation, plus three times the amount of the damages the United
13 States sustains. Id. § 3729(a)(1).

14 15. In May 2009, Congress amended and renumbered the False Claims Act
15 pursuant to Public Law 111-21, the Fraud Enforcement and Recovery Act of 2009
16 ("FERA"). Section 3279(a)(1)(B) was formerly section 3729(a)(2) and applies to
17 Defendants' conduct for the entire time period alleged in the Complaint by virtue of
18 Section 4(f) of FERA. Section 3279(a)(1)(A) (formerly section 3729(a)(1)) of the FCA
19 prior to FERA, and as amended in 1986, applies to conduct on or after May 20, 2009.

20 16. Section 3729(a)(1) of the pre-FERA FCA provides that any person who
21 "knowingly presents, or causes to be presented, to an officer or employee of the United
22 States Government or a member of the Armed Forces of the United States a false or
23 fraudulent claim for payment or approval" is liable for "a civil penalty of "not less than
24 \$5,000 and not more than \$10,000, . . . plus 3 times the amount of damages which the
25 Government sustains because of the act of that person."

26 17. The FCA allows any person having information about an FCA violation to
27 bring an action on behalf of the United States and to share in any recovery. The FCA
28

1 also awards reasonable attorneys' fees and costs to the prevailing qui tam plaintiff as a
2 matter of right. Id. § 3730(d). The FCA requires the Complaint be filed under seal for a
3 minimum of 60 days (without service on the defendant during that time) to allow the
4 government time to conduct its own investigation and to determine whether to join the
5 suit.

6 **C. Jurisdiction**

7 18. The Court has subject matter jurisdiction to entertain this action under 28
8 U.S.C. § 1331, 28 U.S.C. § 1367, and 31 U.S.C. § 3732, the last of which confers
9 jurisdiction on this Court for actions brought pursuant to 31 U.S.C. §§ 3729 and 3730.
10 Under 31 U.S.C. § 3730(e), there has been no statutorily relevant public disclosure of the
11 "allegations or transactions" in this complaint.

12 19. The Court may exercise personal jurisdiction over Defendants pursuant to 31
13 U.S.C. § 3732(a), which authorizes nationwide service of process, and because
14 Defendants have minimum contacts with the United States. Moreover, Defendants can
15 be found in, reside, and/or transact or have transacted business in this District.

16 **D. Venue**

17 20. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and 1395(a), and
18 31 U.S.C. § 3732(a) because Defendants can be found in and/or transact or have
19 transacted business in this District. At all times relevant to this Complaint, Defendants
20 regularly conducted substantial business, maintained employees, and/or made
21 significant sales in this District. In addition, statutory violations, as alleged in this
22 Complaint, occurred in this District.

23 **E. Parties**

24 21. Plaintiff Gregor Lesnik is, and at all times mentioned herein has been, an
25 individual residing in the Slovenia.

26 22. Plaintiff is informed and believes and thereon alleges that defendant ISM
27 Vuzem USA, Inc. is a business entity holding itself out to be a South Carolina corporation
28

1 with its principal place of business at 1600 Azalea Hill Drive, Unit 304 Greenville, SC
2 29607. Plaintiff is informed and believes and thereon alleges that defendant ISM Vuzem
3 USA Inc. was at all relevant times on or before June of 2015 a wholly owned domestic
4 subsidiary of ISM Vuzem, d.o.o. Plaintiff is informed and believes and thereon alleges
5 that ISM Vuzem USA Inc. was at various times during the actions alleged herein
6 dissolved involuntarily for failure to comply with requirements for corporations under
7 South Carolina law.

8 23. Defendant ISM Vuzem USA, Inc. was during the time period of March through
9 May of 2015 an employer of Plaintiff Gregor Lesnik both because it had the right to
10 control his work and related activities, because it provided some of the compensation for
11 Gregor Lesnik, and because Gregor Lesnik was between March of 2015 and May 16,
12 2015 performing services for defendant which required a license under Chapter 9
13 (commencing with Section 7000) of Division 3 of the California Business and Professions
14 Code.

15 24. Plaintiff is informed and believes and thereon alleges that defendant Vuzem
16 USA Inc. is a business entity of unknown type holding itself out to be a California
17 corporation with its principal place of business at 965 West 11th St. #2, San Pedro, CA
18 90731. Plaintiff is informed and believes and thereon alleges that defendant Vuzem
19 USA Inc. is and at all relevant times mentioned herein has held itself out to be a wholly
20 owned domestic subsidiary of ISM Vuzem, d.o.o.

21 25. Plaintiff is informed and believes and thereon alleges that Defendant Vuzem
22 USA, Inc. was set up to be the exclusive service and materials supplier in California for
23 ISM Vuzem, d.o.o., performing the following activities in connection with construction
24 projects which ISM Vuzem, d.o.o. contracts to perform: HVAC mechanical, welding, pipe
25 fitting, assembly, marketing, processing invoices, and receiving of all customer
26 complaints and accident reports for California. Plaintiff is informed and believes and
27 thereon alleges that Vuzem USA, Inc. is or was the general manager in California of ISM
28

1 Vuzem d.o.o.

2 26. Defendant Vuzem USA, Inc. is an employer of Plaintiff Gregor Lesnik
3 because Gregor Lesnik was between March of 2015 and May 16, 2015 performing
4 services for defendant including on behalf of ISM Vuzem d.o.o. and ISM Vuzem USA,
5 Inc. which required a license under Chapter 9 (commencing with Section 7000) of
6 Division 3 of the Business and Professions Code.

7 27. Plaintiff is informed and believes and thereon alleges that defendant ISM
8 Vuzem d.o.o., aka ISM VUZEM inženiring, storitve, montaža d.o.o., is a Slovenian
9 business entity with its principal place of business at Goricko 4, 2283 Zavrc, Slovenija.

10 28. Defendant ISM Vuzem d.o.o. was at all times mentioned herein a direct
11 employer of Gregor Lesnik pursuant to a November 13, 2014 dated Pogodbo O
12 Zaposlitvi (employment agreement). Defendant ISM Vuzem d.o.o. was also an employer
13 of Plaintiff Gregor Lesnik both because it had the right to control his work and related
14 activities and did control his work and related activities and because Gregor Lesnik was
15 between March of 2015 and May 16, 2015 performing services for defendant which
16 required a license under Chapter 9 (commencing with Section 7000) of Division 3 of the
17 Business and Professions Code.

18 29. Defendant Eisenmann Corporation also known as Eisenmann Corporation
19 USA holds itself out to be a Delaware corporation with its principal place of business at
20 150 E Dartmoor Dr., Crystal Lake, IL 60014

21 30. Defendant Eisenmann Corporation had supervisors that came from time to
22 time to take a look to see how the work performed by Gregor Lesnik and the other
23 similarly situated alien "B-1" workers was progressing and to assess it. Further,
24 Eisenmann Corporation through multiple employees and agents provided instructions to
25 Gregor Lesnik.

26 31. Defendant Eisenmann Corporation by its authorized Purchasing Manager
27 Robert Keller made the written representations in the letter dated November 5, 2014

1 referenced in paragraphs 3 and 4, above.

2 32. Defendant Eisenmann Corporation is an employer of Plaintiff Gregor Lesnik
3 because it had the right to control his work and related activities, because it gave some
4 instructions to Gregor Lesnik in his work activities and reserved the right to give
5 instructions, and because Gregor Lesnik was between March of 2015 and May 16, 2015
6 performing services for defendant which required a license under Chapter 9
7 (commencing with Section 7000) of Division 3 of the Business and Professions Code.

8 33. Defendant Eisenmann SE is a German entity with its principal place of
9 business at Tübinger Str. 81, 71032 Böblingen, Germany. Defendant Eisenmann SE
10 represents that it is a holding company of the Eisenmann Group and that it holds one
11 hundred percent of the shares of Eisenmann Anlagenbau GmbH & Co. KG.

12 34. Plaintiff is informed and believes and thereon alleges that Defendant
13 Eisenmann SE acted through its subsidiary Eisenmann Corporation in the matters
14 alleged herein.

15 35. Plaintiff is informed and believes and thereon alleges that Defendant
16 Eisenmann SE is an employer of Gregor Lesnik because it acted through its owned
17 subsidiaries Eisenmann Anlagenbau GmbH & Co. KG, Eisenmann Anlagenbau
18 Verwaltung GmbH and Eisenmann Corporation to have the right to control his work and
19 related activities and because Gregor Lesnik was between March of 2015 and May 16,
20 2015 performing services which required a license under Chapter 9 (commencing with
21 Section 7000) of Division 3 of the Business and Professions Code.

22 36. Plaintiff is informed and believes and thereon alleges that defendant
23 Eisenmann Anlagenbau GmbH & Co. KG is a German entity in the form of a limited
24 partnership. Among other things, GmbH or "Gesellschaft mit beschränkter Haftung" and
25 KG or "Kommanditgesellschaft" means that it is a limited partnership with its sole general
26 partner being a limited liability company.

27 37. Plaintiff is informed and believes and thereon alleges that Defendant
28

1 Eisenmann Anlagenbau GmbH & Co. KG acted directly and also acted indirectly through
2 its subsidiary Eisenmann Corporation in the matters alleged herein.

3 38. Plaintiff is informed and believes and thereon alleges that Defendant
4 Eisenmann Anlagenbau GmbH & Co. KG is an employer of Gregor Lesnik because
5 Gregor Lesnik was between March of 2015 and May 16, 2015 performing services for
6 defendant which required a license under Chapter 9 (commencing with Section 7000) of
7 Division 3 of the Business and Professions Code.

8 39. Plaintiff is informed and believes and thereon alleges that defendant
9 Eisenmann Anlagenbau Vertvaltuilg GmbH is a German entity which is the general
10 partner of Defendant Eisenmann Anlagenbau GmbH & Co. KG and is identified under
11 German law as having unlimited liability for the actionable wrongs and breaches of
12 contract of the limited partnership Eisenmann Anlagenbau GmbH & Co. KG.

13 40. Plaintiff is informed and believes and thereon alleges that Defendant
14 Eisenmann Anlagenbau Vertvaltuilg GmbH acted through its affiliated entity Eisenmann
15 Corporation in the matters alleged herein.

16 41. Plaintiff is informed and believes and thereon alleges that Robert Vuzem is a
17 resident of Slovenia.

18 42. Plaintiff is informed and believes and thereon alleges that Ivan Vuzem is a
19 resident of Slovenia.

20 43. Plaintiff is informed and believes and thereon alleges that Ivan Vuzem and
21 Robert Vuzem are the owners of ISM Vuzem d.o.o. and in turn of each of ISM Vuzem
22 USA, Inc. and of Vuzem USA, Inc. Plaintiff is informed and believes and thereon alleges
23 that between Ivan Vuzem and Robert Vuzem and each of ISM Vuzem d.o.o., ISM Vuzem
24 USA, Inc., and Vuzem USA, Inc. there is such a unity of interest and ownership between
25 the entities and their equitable owners that the separate personalities of the entities and
26 the owners do not in reality exist. Further, an inequitable result will be reached for the
27 wrongful acts alleged herein if they are treated as those of the entities alone. Plaintiff is
28

1 informed and believes and thereon alleges that each of Ivan Vuzem, Robert Vuzem, ISM
2 Vuzem d.o.o., ISM Vuzem USA, Inc. and Vuzem USA, Inc. have commingled funds and
3 other assets, each of the entities has held itself out to be liable for the debts of the
4 others, there is identical equitable ownership in all of the entities, the entities use the
5 same offices and employees, and the individuals and entities each use each other as
6 mere shells or conduits for the affairs of each other. Further, ISM Vuzem USA, Inc. has
7 been inadequately capitalized, each entity has been without necessary insurance to
8 cover liabilities of each, there has been a disregard of corporate formalities, there has
9 been a lack of segregation of corporate records, there has been a lack of segregation of
10 corporate contracts and agreements, and they have identical directors and officers.
11 Adherence to the fiction of the separate existence of Defendants ISM Vuzem d.o.o., ISM
12 Vuzem USA, Inc., and Vuzem USA, Inc. as entities distinct from Defendants Robert
13 Vuzem and Ivan Vuzem and other entities they control would permit an abuse of the
14 corporate privilege, sanction fraud, and promote injustice.

15 44. Defendant Tesla Motors, Inc. is and at all times mentioned herein was a
16 Delaware corporation.

17 45. Defendant Tesla Motors, Inc. is an employer of Plaintiff Gregor Lesnik both
18 because it had the right to control his work and related activities and because Gregor
19 Lesnik was between March of 2015 and May 16, 2015 performing services for defendant
20 which was required to obtain a license required under Chapter 9 (commencing with
21 Section 7000) of Division 3 of the Business and Professions Code. Among other things,
22 Tesla Senior EHS Engineer Bobby Gonzales provided instructions to Gregor Lesnik,
23 Tesla prepared, and maintained, all job hazard forms for work at the Tesla site. Among
24 other things, none of defendants ISM Vuzem, d.o.o., ISM Vuzem USA, Inc., Vuzem USA,
25 Inc., Gregurec Ltd., Eisenmann SE, Eisenmann Corporation, Eisenmann Anlagenbau
26 GmbH & Co. KG, Eisenmann Anlagenbau Verwaltung GmbH or Tesla Motors, Inc. held
27 at any time between March of 2015 and May 16, 2015 a license as required pursuant to
28

Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code for the services provided during that time period by Gregor Lesnik. Among other things, Tesla Motors, Inc. cancelled prior to the time of the events at issue herein its license previously issued by the California Contractors State Licensing Board, and Tesla obtained hundreds of construction permits from the City of Fremont, meaning that it knew the work being done by workers such as Gregor Lesnik were of construction work by unlicensed workers. Further, Defendant Tesla Motors, Inc. copied the passport and visa cards for Gregor Lesnik, and for all Vuzem employees, at the time that it took photographs for and issued a two sided 'Contractor Safety Card' and a one sided 'Tesla Motors Subcontractor' identification card for Gregor Lesnik and for all Vuzem employees.

46. Defendant Gregurec Ltd is an English business entity, with its principal place of business at 226 St. Leonards Road, Horsham, RH13 6AU.

47. Defendant Daimler AG is a German Aktiengesellschaft (joint-stock company) business entity, doing business as Mercedes-Benz, Mercedes-Benz USA, and Mercedes-Benz U.S. International, Inc., with its corporate headquarters and principal place of business at Mercedesstr. 137, 70327 Stuttgart, Baden-Württemberg, Germany.

48. Defendant Mercedes-Benz U.S. International, Inc. is an Alabama corporation and affiliate of Daimler AG, of Stuttgart, Germany, with its principal office and place of business at 1 Mercedes Drive, Vance, Alabama 35490.

49. Defendants Daimler AG and Mercedes-Benz U.S. International, Inc. did support and assist and continue to support and assist the hiring and employment by Eisenmann entities of Vuzem employees, and employees of other foreign business entities, under visas it knew were fraudulently obtained, for expanding its production facility in Tuscaloosa, Alabama.

50. Plaintiff is informed and believes and thereon alleges that Defendants Daimler AG and Mercedes-Benz U.S. International, Inc. did support and assist and continue to support and assist the hiring and employment by Eisenmann entities of Vuzem

1 employees, and employees of other foreign business entities, under visas that
2 Defendants Daimler AG and Mercedes-Benz U.S. International, Inc. knew were
3 fraudulently obtained, at the new paint shop and body shop at 8501 Palmetto Commerce
4 Parkway, North Charleston, South Carolina.

5 51. Defendant Bayerische Motoren Werke is a German Aktiengesellschaft
6 business entity, doing business as BMW, with its principal place of business with its
7 principal place of business at Petuelring 130; Munich, Germany.

8 52. Plaintiff is informed and believes and thereon alleges that Defendant
9 Bayerische Motoren Werke did support and assist and continue to support and assist the
10 hiring and employment by Eisenmann entities of Vuzem employees, and employees of
11 other foreign business entities, under visas it knew were fraudulently obtained, at the
12 vehicle assembly facility of BMW in Greer and Spartanburg South Carolina.

13 53. Defendant CiTic Dicastal Co., Ltd. is a (mainland) Chinese business entity,
14 doing business as CiTic Dicastal Wheel Manufacturing Co., Ltd. and CITIC Dicastal
15 North America, Inc., with its principal place of business at No. 185, Longhai Road,
16 Funing, Qinhuangdao, He Bei Province, China, and with its principal place of business in
17 the United States at 1 Dicastal Drive Greenville, Michigan.

18 54. Plaintiff is informed and believes and thereon alleges that Defendant CiTic
19 Dicastal Co., Ltd. did support and assist and continue to support and assist the hiring
20 and employment by Eisenmann entities of Vuzem employees, and employees of other
21 foreign business entities, under visas it knew were fraudulently obtained, at the vehicle
22 wheel production facility at the site of the former United Solar Ovonic LLC (Uni-Solar)
23 campus in Greenville, Michigan.

24 55. Defendant Volkswagen is a German Aktiengesellschaft business entity, doing
25 business as Volkswagen of America, Inc., with its headquarters at Volkswagen
26 Aktiengesellschaft VHH, 2nd Floor, PO Box 1849, D-38436 Wolfsburg, Germany.

27 56. Plaintiff is informed and believes and thereon alleges that Defendant
28

1 Volkswagen did support and assist and continue to support and assist the hiring and
2 employment by Eisenmann entities of Vuzem employees, and employees of other
3 foreign business entities, under visas it knew were fraudulently obtained, at the vehicle
4 production facility in Chattanooga, Tennessee.

5 57. Relator does not presently know the complete involvement in the matters
6 alleged herein and / or identities of the remaining Doe Defendants who have knowingly
7 submitted or participated in the submission of false and fraudulent claims to the
8 government. For example, given that the work by workers at job sites extended to
9 Michigan, South Carolina and California that Plaintiff is directly aware of, and to
10 Alabama, New York, Washington and Illinois - and to other facilities in Michigan and
11 South Carolina - as Plaintiff has been advised of, and that the visa applications were
12 stated by the defendants to be for work under different entities, such as Gregurec, Ltd.,
13 and that Relator does not know all of the companies hired by the Eisenmann entities,
14 Relator potentially does not yet know all of the owners, operators, and persons
15 responsible, or all of the potential holding companies and affiliated entities answerable
16 for the alleged conduct and their involvement in the matters alleged herein. Further
17 information on the details and extent of the fraud the Doe Defendants committed and of
18 the Doe Defendants' involvement are contained within Defendants' records.

19 58. Plaintiff is informed and believes, and so alleges, that Defendants, and each
20 of them, were at all times herein mentioned, and now are, the agents, servants,
21 employees, and representatives of their co-defendants, were acting within the scope,
22 purpose, and authority of such agency, service, employment, and representation, made
23 such actions - and withheld from actions - with the permission, knowledge, and consent
24 of their co-defendants, and acted each acted with actual knowledge, deliberate
25 ignorance of the truth or falsity, or reckless disregard of the truth or falsity of the
26 information presented to the United States. Each defendant which is an affiliated
27 instruction of the other defendants "orchestrated, either directly or indirectly" the false
28

1 claims submitted by affiliated institutions.

2 **F. Factual Background and Regulatory Framework**

3 59. Section 1324 of Title 8 of the United States Code provides that it is unlawful
4 for a person or other entity to hire, or to recruit or refer for a fee, for employment in the
5 United States an alien knowing the alien is an unauthorized alien (as defined in
6 subsection (h)(3) of section 1324) with respect to such employment, or to hire, or to
7 recruit or refer for a fee, for employment in the United States an individual without
8 complying with the requirements of truthfully attesting under penalty of perjury that the
9 alien is authorized under visa provisions to work or to continue to employ the alien in the
10 United States knowing the alien is (or has become) an unauthorized alien with respect to
11 such employment. Further, the Immigration Reform and Control Act of 1986 (IRCA)
12 Pub.L. 99–603, 100 Stat. 3445, requires employers to attest to their employees'
13 immigration status. Regulations issued pursuant to this act require “employers” including
14 those hiring “subcontractors” to obtain visa documentation and to complete and verify
15 under penalty of perjury on an I-9 form the completeness and accuracy of the workers
16 immigration status.

17 60. The B-1 visa is a non-immigrant visa that allows a foreign national to
18 temporarily enter the United States for business purposes. Business purposes entail
19 activities such as: consulting with business associates; traveling for business
20 conventions; negotiating a contract; participating in short term training; and certain other
21 activities of a temporary nature incident to international trade or commerce. It does not
22 include local employment or labor for hire. Pursuant to law and regulations, B-1 visa
23 holders may not perform skilled or unskilled labor. B-1 visas are valid for ten years. The
24 application fee for a B-1 visa is approximately \$500.

25 61. The Immigration and Nationality Act states that a B-1 visa holder may not
26 come to the United States to perform skilled or unskilled labor. The controlling Code of
27 Federal Regulation states that the term “business” as used by a B-1 visa holder does not
28

1 include local employment or labor for hire. The governing policies within the Department
2 of State's Foreign Affairs Manual and the Department of Homeland Security's Inspector's
3 Field Manual interpret permissible B-1 activities as an alien coming to the United State to
4 engage in commercial transactions (e.g., buying or selling) that do not involve gainful
5 employment in the United States; to negotiate contracts; to consult with business
6 associates, including attending meetings of the Board of Directors of a U.S. corporation;
7 to litigate; to participate in scientific, educational, professional, or business conventions,
8 conferences or seminars; or to undertake independent research. The U.S. Department
9 of State, Foreign Affairs Manual and Handbook, at section 402.2-5 states that aliens who
10 desire to enter the United States for business and who are otherwise eligible for visa
11 issuance may be classifiable as nonimmigrant B1 visitors provided they meet the criteria
12 described in 9 FAM 402.2-5 (B) through (F). Engaging in business contemplated for B1
13 visa classification generally entails business activities other than the performance of
14 skilled or unskilled labor. All controlling statutes and regulations state that the issuance
15 of a B1 visa is not intended for the purpose of obtaining and engaging in employment
16 while in the United States.

17 62. The principal place of business of Eisenmann Corporation is in the United
18 States. Materials and supplies for installation on the project that Gregor Lesnik worked
19 on in California and for the projects that he would have been assigned to work on in
20 Michigan and in South Carolina came from the United States. The work done by Gregor
21 Lesnik and by the similarly situated "B-1" workers was in the United States. The work
22 done by Gregor Lesnik and by the similarly situated "B-1" workers did not require
23 specialized knowledge essential to the Eisenmann entities' obligations. Remuneration
24 was paid under the table and from United States sources. Gregor Lesnik and the
25 similarly situated "B-1" workers performed building and construction work. Gregor Lesnik
26 and the similarly situated "B-1" workers - other than a few individuals - were not
27 supervisors.

1 63. Defendants took, and knowingly assisted the taking, among other things, the
2 following unlawful actions in furtherance of this unlawful scheme:

3 a. defendants submitted "invitation letters" to U.S. Consular Officials that
4 contained materially false representations regarding the true purpose of a B-1 visa
5 holder's travel in order to deceive U.S. Consular Officials and/or Customs and Border
6 Protection Officers and secure entry of the visa holder into the United States. These
7 "invitation letters" stated that the purpose of travel was for a "supervisor" with "specialized
8 experience" to provide services that could not be provided by United States citizens,
9 when the true purpose was to engage in activities not authorized under a B-1 visa. The
10 November 5, 2014 letter from Robert Keller submitted to U.S. Consular Officials in order
11 to mislead the officials is one such example;

12 b. defendants gave directions regarding the avoidance of certain terminology, the
13 avoidance of contract terms, and the use of misleading job titles, in order to secure entry
14 of the visa holder into the United States. Among other things, defendants directed
15 foreign nationals to inform U.S. Consular Officials and/or Customs and Border Protection
16 Officers that their destination in the United States was the same as that provided in an
17 introduction letter; however, defendants knew that the foreign nationals had been hired to
18 be assigned to other destinations in the United States. Among other things, defendants
19 directed foreign nationals to inform U.S. Consular Officials and/or Customs and Border
20 Protection Officers that they would work as supervisors - even though the foreign
21 nationals had been told after hiring and before entry to the United States that they would
22 not work in the United States as supervisors. Defendants in so doing "caused"
23 submission of false claims and false information by instructing employees how to falsify
24 information;

25 c. defendants stated in "invitation letters" different named entities so as to conceal
26 the number of "supervisors" hired. The reference to "Gregurc Ltd" on the November 5,
27 2014 letter by Robert Keller to the United States Consulate is one example of this;

1 d. defendants intentionally chose to not obtain licenses issued by the State of
2 California or other states or local governments so as to conceal the fact that the workers
3 were employed to provide construction services. Among other things, none of
4 Eisenmann SE, Eisenmann Anlagenbau GmbH & Co. KG, Eisenmann Anlagenbau
5 Verwaltung GmbH, Eisenmann Corporation, ISM Vuzem d.o.o., ISM Vuzem USA, Inc., or
6 Vuzem USA, Inc. hold or held contractors licenses issued by the State of California,
7 required for work at the Tesla plant in Fremont, California;

8 e. defendants made false representations about license status and employees so
9 as to conceal the fact that the workers were employed to provide construction services.
10 For example, the California State Licensing Board did issue Contractor License # 566486
11 to "VUZEM USA COMPANY." Licensed principal "BRONCO TOMASOVIC" represented
12 to the CSLB that this was a sole proprietorship. Licensed principal "Bronco Tomasovic"
13 also represented that this company did not need workers compensation insurance
14 because it had no employees. "Bronco Tomasovic" is believed to also be known as
15 "BRANKO TOMAS." Branko Tomas is the agent for service of process of "ISM Vuzem
16 USA, Inc." with an address of 1600 Azalea Hill Drive, Unit 304, Greenville, SC 29607.
17 Branko Tomas is also the agent for service of process of "Vuzem USA, Inc." with an
18 address of 965 West 11th St. #2, San Pedro, CA 90731. Significant is that this licensee
19 is not a corporation, is not the same legal entity as any of the named defendants herein,
20 and - regardless of the correct name or legal designation - it knowingly and intentionally
21 stated that it had no employees;

22 f. defendants provided assistance in locating and providing worker housing, work
23 site trailers for management and supervisors, and contracts for construction, employment
24 and hiring;

25 g. defendants provided and supported security pass access to each work site
26 using information from hundreds of workers visa and passport information, which, among
27 other things, limited public viewing and access to each work site; and
28

1 h. defendants prepared, signed and submitted false Form I-9 for those “general
2 contractor’s employees”, or “subcontractor’s employees”, or otherwise characterized site
3 construction workers whose employment lasted more than three days. This includes the
4 failure of defendants, and of their authorized agents, to list in their prepared, signed and
5 submitted Form I-9s the fact of employment at many work sites of literally hundreds of
6 workers who defendants knew could not all have legitimately issued B1 visas. This
7 includes at the Tesla facility in Fremont, California, the Mercedes Benz plant in
8 Tuscaloosa, Alabama, the BMW plant in South Carolina, and the Dicastale facility in
9 Greenville, Michigan. This includes the failure to document verification of the identity and
10 employment authorization of each such employee similarly situated to Gregor Lesnik,
11 including proper Alien Registration Number(s). Plaintiff is informed and believes and
12 thereon alleges that some or all of the defendants herein failed for at least a great
13 number of persons similarly situated to Gregor Lesnik to retain with Form I-9s the
14 originals or copies of Acceptable Documents of all or many of such workers, thus making
15 photocopies of Acceptable Documents unavailable for inspection by DHS or other federal
16 government agency.

17 64. Defendants in furtherance of this scheme also wrote and revised contracts
18 with each other, and with their clients, in order to conceal the fact that the defendants
19 were providing B-1 visa holders to perform jobs that involved skilled or unskilled labor
20 that were otherwise required to be performed by United States citizens or require
21 legitimate H-1B visa holders. One example was the series of contracts for work at the
22 Tesla plant in Fremont, California. These included:

23 a. Eisenmann Corporation prepared on or about April 1, 2002 a version of its
24 Eisenmann Subcontractor General Terms and Conditions which it represents applies to
25 its relationship with ISM Vuzem USA, Inc., and with other subcontractors who provided
26 services and materials at the Tesla site in Fremont, California;

27 b. On or about June 6, 2014 Tesla Motors, Inc., by Peter Carlson, and
28

1 Eisenmann Anlagenbau GmbH & Co KG by Bruno Casorati entered into an agreement
2 titled "General Terms and Conditions" for work at the Tesla site. Robert Keller,
3 Purchasing Manager for Eisenmann Corporation, has stated that the agreement
4 generally described Tesla Motors, Inc.'s agreement to purchase, and Eisenmann
5 Anlagenbau GmbH & Co KG's agreement to sell, goods and services related to the
6 design, engineering, and manufacturing of equipment for the application of automotive
7 paint in the manufacturing process at the Tesla Motors facility located in Fremont,
8 California. This agreement provided, among other things, that Eisenmann Corporation -
9 a United States entity - was to provide safety supervisors to assist in providing a safe
10 working environment for workers at the Tesla site;

11 c. On or about June 9, 2014 a "Purchase Order" was submitted by ISM Vuzem
12 USA, Inc. - a United States entity - to Eisenmann Corporation - another United States
13 entity;

14 d. On or about July 24, 2014 a Purchase Order was agreed to between
15 Eisenmann Anlagenbau GmbH & Co KG and Tesla Motors, Inc. for Body Paint Shop -
16 Phase 1;

17 e. On or about July 25, 2014 a Statement of Work was executed by Deepak
18 Ahuja, CFO on behalf of Tesla Motors, Inc., by Gabriele DiFuria, Sales Manager, and
19 Bruno Casorati, Senior Vice President on behalf of Eisenmann Anlagenbau GmbH & Co
20 KG and by Dr. Link (? Sp) Lebman, Chairman, on behalf of Eisenmann Corporation;

21 f. On or about July 25, 2014 a Purchase Order was executed between
22 Eisenmann Corporation and Tesla Motors, Inc.;

23 g. On or about September 29, 2014 a Minutes of Meeting was prepared for an
24 agreement between Tesla Motors, Inc., ISM Vuzem USA, and Eisenmann Corporation
25 for Mechanical Installation. These minutes were initialed on each page by a
26 representative of Subcontractor ISM Vuzem USA and by a representative of Eisenmann.
27 This asserts an agreement reached for mechanical installation. The MOM identified
28

multiple other Contract Documents which were incorporated in to the MOM and each Purchase Order. The MOM states it is for the intention of Eisenmann to engage Subcontractor to provide labor, equipment, consumables and services for paint shop projects (the "Work") for Owner Tesla Motors, Inc. Robert Keller has identified it as generally describing Eisenmann's intention to engage ISM Vuzem USA to provide labor for the installation of a paint shop at the Tesla Motors, Inc. facility located in Fremont, California. The identified attendees for the Minutes of Meeting were Klemen Vuzem for Subcontractor ISM Vuzem USA, and Anton Borovac, Frank Ziegler, Matthias Heydlauff, and Bernd Strumberger for Eisenmann, said minutes having been prepared by Frank Ziegler of Eisenmann. The MOM was executed by Frank Ziegler and Robert Keller on behalf of Eisenmann Corporation and by Branko Tomas as "Direktor" on behalf of Subcontractor. Klemen Vuzem is the nephew of Robert Vuzem and was the on site manager for ISM Vuzem d.o.o. at the Tesla site during construction activities by ISM Vuzem d.o.o. at that site. Branko Tomas is the agent for service of process for both ISM Vuzem USA, Inc. and Vuzem USA, Inc. and is the owner as sole proprietor doing business as Vuzem USA Company which has held a license issued by the California Contractors Licensing Board, a license which has a various times been suspended; and

h. Contract 04-2015, dated on or about January 3, 2015, was entered into between ISM Vuzem d.o.o. and ISM Vuzem USA, Inc. for ISM Vuzem d.o.o. to provide fully qualified engineers for installation of a paintshop at Tesla's Fremont plant.

65. Plaintiff is informed and believes and thereon alleges that Eisenmann Corporation and the other Eisenmann entities have conducted the same visa application procedures for its work sites in the Greater Detroit area, for the Greenville, South Carolina area, for the Chatanooga, Tennessee area, and for the Mobile, Alabama area, as well as for other areas in Illinois, Washington and New York.

66. Plaintiff is informed and believes and thereon alleges that each of the other defendants knew and participated in similar contracts and contractual relationships which

1 provided knowledge to each of the defendants of the illegal and impermissible visa
2 application procedures followed by Eisenmann Corporation and the other Eisenmann
3 entities.

4 67. Plaintiff is informed and believes and thereon alleges that Eisenmann
5 Corporation has conducted the same visa application procedures through other entities
6 which at the Tesla plant in Fremont included workers who Gregor Lesnik met from:

7 Durr AG of Germany with a US division address of 40600 Plymouth Road,
8 Plymouth, MI 48170-4297;

9 LB metal d.o.o., aka Mos LB Metal d.o.o. of Slovenia;

10 D2N Tehnologije d.o.o. aka D2N d.o.o. of Slovenia, and

11 defendant Gregurec Ltd.

12 68. Defendant Gregurec Ltd is mentioned on the November 5, 2014 letter from
13 Robert Keller to the Consulate General of the United States in connection with the B-1
14 visa application for Gregor Lesnik as the employer of Gregor Lesnik. Defendant
15 Gregurec Ltd is mentioned on many other letters written between 2013 and 2016 by
16 Robert Keller to the Consulate General of the United States in connection with the B-1
17 visa application for other applicants, each of which falsely stated that Gregurec Ltd would
18 be the employer of all of these other applicants, and that all of the applicants would be
19 supervisors.

20 69. Plaintiff is informed and believes and thereon alleges that Eisenmann
21 Corporation acted on behalf of all defendants to supply workers to work on projects in the
22 United States for defendants BMW, Daimler AG, Mercedes-Benz, and Dicastale - and
23 other companies - as well as for Tesla Motors, Inc. Other similarly situated Vuzem "B-1"
24 visa workers who worked with Gregor Lesnik had told Gregor Lesnik that they worked at
25 or been stated to next be assigned to work at those projects. Further, the November 5,
26 2014 letter from Robert Keller to the Consulate General of the United States represented
27 that Gregor Lesnik would be working on an Eisenmann project for BMW in South
28

1 Carolina.

2 70. Plaintiff Gregor Lesnik was paid some money in cash. ISM Vuzem d.o.o.
3 asserts it paid Gregor Lesnik \$505 US in March by ISM Vuzem d.o.o. supervisors and
4 managers Primo Planovsek and Klemen Vuzem, and \$1,282 US in April by by ISM
5 Vuzem d.o.o. supervisors and managers Primo Planovsek, Davorin Hull and Klemen
6 Vuzem. The Vuzem entities withheld additional payment that was represented would be
7 paid upon completion of work at the project but only upon return to Slovenia. Gregor
8 Lesnik was not paid the balance of what was promised to him because defendants after
9 "crediting" themselves for the "advance payments" would not pay him the balance on the
10 basis that Gregor Lesnik was injured on the job.

11 71. The other similarly situated "B-1 visa" workers were also paid in part in cash in
12 California when they worked at the Tesla plant in Fremont, California. Plaintiff is
13 informed and believes and thereon alleges that the similarly situated "B-1 visa" workers
14 were also paid in part in cash in South Carolina, Michigan and Alabama.

15 72. The payments in cash were to conceal the true source of payments and the
16 true amounts of payments to Gregor Lesnik and to the other "B-1" workers.

17 73. These and related actions were part of the scheme which violated the
18 provisions of, among other things, Title 8 of the United States Code, section 1324a
19 concerning the unlawful activities in hiring, recruiting, referral, and employment of aliens
20 in the United States knowing the aliens are or have become unauthorized aliens with
21 respect to such employment.

22 74. Subsection (f) of Subsection 1324a provides that any person or entity that
23 engages in a "pattern or practice" of violations of subsection (a)(1)(A) or (a)(2) shall be
24 fined not more than \$3,000 for each unauthorized alien with respect to whom such a
25 violation occurs, imprisoned for not more than six months for the entire pattern or
26 practice, or both.

27 75. The actions by defendants evidence regular, repeated and intentional
28

1 activities.

2 76. The Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA)
3 added a new subsection (e) to Title 8 of the United States Code section 1324c which
4 makes it an offense for any person, in connection with any matter within the jurisdiction
5 of the Immigration and Naturalization Service, to knowingly and willfully fail to disclose,
6 conceal or cover up the fact that such person, on behalf of any other person and for a
7 fee or other remuneration, prepared or assisted in the preparation of a falsely made
8 application for immigration benefits.

9 77. The actions of defendants, as referenced above, are actions by defendants to
10 affirmatively conceal and cover up their involvement in preparing fraudulent immigration
11 applications.

12 78. Title 8 of the United States Code, section 1324, subsection (a)(1)(A)(iv)
13 makes it an offense for any person who encourages or induces an alien to come to,
14 enter, or reside in the United States, knowing or in reckless disregard of the fact that
15 such coming to, entry, or residence is or will be in violation of law.

16 79. Each of the actions of the defendants, as referenced above, are actions that
17 induced Gregor Lesnik and similarly situated "B-1 visa" workers to enter the United
18 States to work pursuant to B-1 visas obtained by fraudulent immigration applications.

19 80. Title 8 of the United States Code, section 1324, subsection (a)(1)(A)(v)
20 expressly makes it an offense to engage in a conspiracy to commit or aid or abet the
21 commission of the foregoing offenses.

22 81. Title 18 of the United States Code, section 1546, subsection (a) makes it a
23 crime to give a false statement under oath in any document required by the immigration
24 laws or regulations.

25 82. Each and every of the actions of the defendants stated above violated the
26 provision of the False Claims Act, 31 U.S.C. § 3729(a)(1)(A) and (a)(1)(B), which
27 prohibits not only submitting a claim and generating a false record, but also knowingly
28

1 causing a prohibited submission or generation.

2 83. Each and every of the actions of the defendants stated above were material
3 to the issuance of B1 visas, and of the acceptance of lesser visa application fees,
4 because each of the actions, statements, and omissions caused by defendants had a
5 natural tendency to influence, or be capable of influencing, immigration decisions.

6 **II. CAUSES OF ACTION**

7 **Count One**

8 **Federal False Claims Act 31 U.S.C. § 3729(a)(1)(A)-(B) (2009)**

9 **against all named Defendants**

10 84. Relator realleges and incorporates by reference the allegations contained in
11 paragraphs 1 through 83 of this Complaint.

12 85. This is a claim for treble damages and penalties under the False Claims Act,
13 31 U.S.C. § 3729, et seq., as amended in 1986 and again in 2009.

14 86. The within False Claims Act action is brought within six years of a violation or
15 within three years of the date by which the United States should have known about a
16 violation and up to ten years after the violation.

17 87. Through the acts described above including as alleged in paragraphs 2
18 through 7 and 22 through 78 of this First Amended Complaint, for all conduct that
19 occurred on or after May 20, 2009, Defendants and each of them, by and through their
20 officers, agents, and employees, knowingly presented or caused to be presented, false
21 or fraudulent claims to the United States Government for payment or approval and/or
22 knowingly concealed, avoided or decreased its obligations to pay or transmit money or
23 property to the Government. 31 U.S.C. § 3729(a)(1)(A) (2009).

24 88. Through the acts described above, Defendants knowingly made, used, or
25 caused to be made or used, a false record or statement material to a false or fraudulent
26 claim. 31 U.S.C. §§ 3729(a)(1)(B) (2009).

27 89. Relator cannot now identify all of the false claims and statements under which
28

1 Defendants failed to make payments to the United States and/or knowingly concealed,
2 avoided or decreased their obligations to pay or transmit money or property to the
3 Government. Relator has no control over such entities and no access to records they
4 possess.

5 90. The United States Government, unaware of the falsity of the records,
6 statements, and claims that Defendants made or caused to be made, has to date not
7 received the payments due to it by defendants and for which it should have been paid
8 but for Defendants' illegal conduct to knowingly conceal, avoid or decrease their
9 obligations to pay or transmit money or property to the Government.

10 91. Defendants, and each of them, authorized and ratified all the violations of the
11 False Claims Act committed by their various officers, agents, and employees.

12 92. Defendants and each of them knowingly presented, or caused to be
13 presented, false or fraudulent claims for payment or approval to the United States,
14 including the avoidance of payment of fee, costs and obligations to transmit money or
15 property to the government.

16 93. Said claims and false information in avoidance of payments were presented
17 with actual knowledge of their falsity, or with reckless disregard or deliberate ignorance of
18 whether or not they were false.

19 94. Defendants have damaged, and continue to damage, the United States in a
20 substantial amount to be determined at trial as a direct, legal and proximate result of the
21 violations of the False Claims Act by defendants, and each of them.

22 95. By virtue of the false or fraudulent claims that Defendants made or caused to
23 be made, the United States suffered damages and therefore is entitled to treble
24 damages under the False Claims Act, to be determined at trial, plus civil penalties of not
25 less than \$5,500 and up to \$11,000 for each violation.

26 **III. PRAYER AND CLAIMS FOR RELIEF**

27 WHEREFORE Relator Lesnik, on behalf of himself and the United States

Government, prays:

1. That Defendants cease and desist from violating the provisions of the United States Code and the regulations of the United States concerning visa applications and employment of alien workers enumerated in this Complaint;

2. That this Court enter judgment against Defendants for the amount of the United States' damages, trebled as required by law, and such civil penalties as are authorized by law, together with all such further relief as may be just and proper;

3. That in the event the United States Government proceeds with this action, Relator Lesnik be awarded an amount for bringing this action of at least 15% but not more than 25% of the proceeds of the action;

4. That in the event the United States Government does not proceed with this action, Relator Lesnik be awarded the maximum amount allowed pursuant to § 3730(d) of the False Claims Act;

5. That Relator be awarded all fees, costs, and expenses incurred in connection with this action, including attorneys' fees, costs, and expenses;


6. For prejudgment interest; and

7. For such other relief as the Court deems just and proper.

IV. DEMAND FOR JURY TRIAL

Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Relator hereby demands a trial by jury.

Dated: July 15, 2016



William C. Dresser
Attorneys for Plaintiff
Gregor Lesnik

Lesnik\Pld\QuiTam\FAC.715